



DEPARTMENT OF THE NAVY

NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
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WASHINGTON DC 20374-5065

NAVFACINST 4651.1B

AO

4 March 1999

NAVFAC INSTRUCTION 4651.1B

Subj: GOVERNMENT TRAVEL CHARGE CARD PROGRAM

Ref: (a) DOD 7000.14-R Financial Management Regulation Vol.9
of Dec 96
(b) DOD Directive 5500.7 of 30 Aug 93

Encl: (1) Responsible Use of Government Issued Travel Charge
Cards
(2) Statement of Understanding

1. Purpose. To issue Naval Facilities Engineering Command (NAVFACENGCOM) policy regarding the government travel charge card program and to reaffirm responsibilities for program management.

2. Cancellation. NAVFACINST 4651.1A.

3. Discussion. As detailed in reference (a), the Department of Defense (DOD), through the General Services Administration (GSA), has entered into a contractual agreement with NationsBank on the use of their government travel charge card to support DOD travel requirements, including the use of the card at automated teller machines (ATMs) to secure authorized advances. The objectives of this agreement and associated program management procedures are to reduce the number of travel advances paid by the disbursing office and to provide for timely payment of travel claims without imposing a financial burden on our travelers. Through the application process, each cardholder agrees to abide by the conditions and restrictions on use of the travel card.

4. Policy.

a. All permanently assigned military and civilian personnel who are likely to travel are encouraged to apply for the government travel charge card through the Activity Program Coordinator (APC). Card eligible personnel who elect not to apply for a card and cardholders whose cards are suspended or revoked due to delinquency or misuse are not entitled to cash travel advances. Additionally, depending on the vendor, the traveler may not be entitled to quoted government rates if using a personal credit card for travel expenses.

b. New applicants, those with current delinquencies beyond 60 days and anyone needing a card reissued due to suspension or cancellation will need to satisfactorily pass a credit check. Cardholders must indicate on the application that he/she agrees to a credit check. Any employee failing a credit check will still be eligible to receive a restricted travel card with a \$1,250 credit limitation vice the standard \$5,000 limit.

c. Use of the card is only for official travel and official travel-related expenses away from the permanent duty station.

d. The current spending limit per billing period for a standard NationsBank Visa will be as follows:

A. \$500 ATM limit *

B. \$250 retail limit

Spending limits can be adjusted to meet individual requirements; however, at no time may an account exceed \$5,000 during a billing cycle.

* If a cardholder exceeds the established ATM limit, the transaction may be denied and the card may be retained.

e. Personnel serving on long-term temporary duty must request the APC to notify NationsBank that payment cannot be made during standard billing cycle due to extended travel requirements. Payment must be made within 61 days to avoid late charges.

f. Abuse of the card will result in cancellation of the card and possible disciplinary action. Cardholders who are repeatedly delinquent through their own nonpayment of a legitimate bill from the contractor will be removed from the card program and issued a memorandum affirming the cancellation and denial of the card and ATM privileges. Failure to pay just debts is a violation of reference (b) and applies to all DOD employees, civilian and military.

g. Cardholder account statements will be mailed five business days after the closing of each billing cycle. For the Navy, the billing cycle date is the 17th of the month.

h. Two types of disputes are recognized:

1. Merchant disputes

2. Billing errors

Cardholders are required to document disputes within 60 days of statement date. Cardholder will receive provisional credit. NationsBank will resolve dispute within 2 billing cycles.

i. Payment is considered past due for any undisputed amounts 45 days after closing date on billing statement. NationsBank will begin suspension and notify cardholder 55 days after closing date. 60 days after date, the card will be suspended. Notice of cancellation will be sent out after 120 days, with actual cancellation occurring 126 days after the closing date.

j. Use of split disbursements (direct payment to NationsBank) is strongly encouraged.

k. Cardholders can obtain cash by accessing ATM machines that display the NationsBank logo and/or Visa logo. Transactions will appear on cardholder statement and will include a service fee of 1.9 percent. Cardholders should use NationsBank/Bank of America ATMs to avoid surcharge. NationsBank is also known as Community Bank outside of the US.

l. Travelers Checks are available for travel on a very limited basis. All requests for travelers checks require the approval of the Office of the Assistant Secretary of the Navy (Financial Management and Comptroller).

5. Action.

a. Each NAVFACENGCOM commander/commanding officer of an activity will designate an Activity Program Coordinator (APC) who will be responsible for the implementation and management of the activity's government travel charge card program.

b. APCs will:

(1) establish and maintain the government travel charge card program in compliance with this instruction, references (a) and (b), and enclosures (1) and (2) as appropriate;

(2) thoroughly brief activity personnel on their contractual obligations and the procedures for acquisition of cash advances prior to submission of their applications; (provide enclosures (1) and (2) to each applicant)

(3) process card application packages within two working days of receipt;

(4) use EAGLS (Electronic Account Government Ledger System) software to manage activity cardholder accounts;

NAVFACINST 4651.1B

(5) apprise command/activity management on cases of misuse and the travel card contractor actions to suspend or revoke individual employee's cards;

(6) ensure cancellation or transfer of individual's account in the event of the individual's separation, termination, or transfer.

c. Individual cardholders will abide by the conditions and restrictions on card use as set forth in this instruction and agreed to in enclosures (1) and (2).

A handwritten signature in dark ink, appearing to read "Joseph W. Taylor", is written over the typed name.

JOSEPH W. TAYLOR
Assistant Commander
Engineer Resources Group

Distribution:
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RESPONSIBLE USE OF GOVERNMENT TRAVEL CHARGE CARD

A. Card Eligibility and Usage

1. Permanent military and civilian personnel who are likely to perform temporary duty are eligible to receive the government travel charge card.

2. Cards issued under this program will **ONLY** be used for legitimate and allowable expenses incurred in connection with officially authorized government travel, i.e., temporary additional duty (TAD), temporary duty (TDY), permanent change of station (PCS) or local travel. This includes meals, lodging, conference/registration fees, car rentals, and other car expenses.

B. Use of the Card to Obtain Authorized Advances from ATMs

1. All frequent travelers will obtain their travel advances with their government travel charge cards. Advances may be obtained at any ATM world-wide that accepts the government travel charge card (PIN required).

2. Travel advances may be withdrawn from an ATM no more than 5 days before travel begins and cannot be obtained after the last day of travel.

3. ATM withdrawals are limited to the authorized advance amount shown on the travel order, rounded up as required by the ATMs, and also limited to the total credit provided per billing cycle.

4. For each advance withdrawn, the contractor will charge a 1.90% transaction fee. The host may also charge a transaction fee. Both fees are reimbursable when included on the travel claim. Receipts are not required to support the transaction fees.

C. Payment Requirements and Delinquency Policy

1. Payment for all charges is due upon the cardholder's receipt of the monthly billing statement.

2. The collection procedures for delinquent accounts are summarized below:

Enclosure (1)

a. Fifty-five Days Delinquent. At a minimum, ATM access is denied automatically by the travel card contractor. The APC will verify that the travel card- holder was on official travel and the voucher has been filed. The APC will notify the travel card contractor of any legitimate travel cardholder delinquency. This is done in writing within 5 work days of receipt of the delinquency report. The APC will prepare a 55-day delinquent memorandum, attachment (A), and forward it to the immediate supervisor. Two delinquencies are justification for the APC to cancel the travel card.

b. One Hundred Twenty Days Delinquent. Travel cardholders delinquent at the 120-day period will be canceled by the travel card contractor. The APC will prepare a 120-day delinquent memorandum, attachment (B), for the appropriate activity commander, office director or equivalent. Travel cardholders canceled by the travel card contractor at the 120-day window require director authorization and signature for reinstatement. The contractor reserves the right to deny reinstatement. ***Additionally, the card contractor automatically notifies the cardholder's credit bureau anytime a canceled account surpasses 120 days past due with a balance exceeding \$100. The contractor may initiate garnishment proceedings against a travel cardholder's salary, through the judicial system, for accounts over 120 days delinquent.***

c. The card contractor can immediately cancel an account and request full reimbursement if the cardholder is misusing the cash withdrawal services (i.e., withdrawing cash for personal use) OR the cardholder fails to pay an outstanding undisputed balance after he/she has been reimbursed by the government.

d. The activity, at its discretion, may take adverse personnel action against the employee for continued occurrences of delinquent status or card abuses (i.e., non-travel related charges or overdrawn advances). Actions include, but are not limited to, letters of caution, letters of reprimand, days off without compensation, and even dismissal.

D. Leaving Headquarters or Field Activity

1. Personnel (both military and civilian) who are departing Headquarters or a Field Activity must check out through the activity's government travel charge card coordinator.

2. Those leaving the Department of the Navy (e.g., transfer to another agency, resignation or retirement) must surrender their government travel charge card. Activity program coordinators are responsible for canceling these accounts.

3. Personnel transferring to an activity within the Department of the Navy will have 60 days in which to transfer their account to their new Navy activity. After 60 days, the losing activity coordinator will notify the government travel card contractor that the individual is no longer working at NAVFACENGCOM. If, after 90 days, the employee has not made arrangements to have his/her account transferred, the account will be canceled.

4. When personnel transfer between HQ and/or NAVFAC components, the program coordinator of the losing activity will notify the program coordinator of the gaining activity to change the hierarchy codes for the transferring personnel.

SAMPLE 55-DAY DELINQUENCY MEMORANDUM

MEMORANDUM FOR (Name of Supervisor/Code)

SUBJ: Delinquent Government Travel Card Payment Notification
- 55 Days

I have been informed by the GSA Government Travel Card contractor that (cardholder's name) is over 55 days delinquent in payment of his/her account. The total amount due is \$_____.

(Provide the specific information regarding the delinquent charges.)

The Government Travel Card contract requires that all outstanding charges be paid upon receipt of the monthly billing statement. Travel card privileges for this cardholder will be suspended as of (date), per our contractual agreement, unless immediate action is taken to resolve this debt. The cardholder should be notified of this action and counseled concerning the use of the Government Travel Charge card. Card-holders on long term temporary duty are subject to the same policy and are required to submit vouchers for payment within 30 days of the closing date of the billing statement and maintain their travel card account. Any required deviation must be reported by the activity APC to the contractor.

Noncompliance, or failure to adhere to the guidelines for the Government Travel Card, can result in disciplinary action in accordance with applicable statutory and regulatory provisions and with the Multi-Unit Master Agreement for bargaining unit employees.

Billing questions may be directed to the card contractor on 1-800-472-1424. Program management questions may be directed to the undersigned on extension _____.

Please have the cardholder sign to acknowledge receipt of this delinquency notification and return it within 5 working days with your written response outlining the actions taken.

(Signature) Cardholder

(Signature) Agency Program
Coordinator

Attachment (A)

SAMPLE 120-DAY DELINQUENCY MEMORANDUM

MEMORANDUM FOR THE DIRECTOR/CODE _____
VIA: COMMANDER/COMMANDING OFFICER _____

SUBJ: Cancellation of Government Travel Card - 120 Days
Delinquent Payment Notification

The 55 day delinquent notification memoranda, dated _____ notified the immediate supervisor and the Department Director (or equivalent manager) of the past due account for cardholder (name). It has been brought to my attention that this cardholder has a delinquent Government Travel Card balance of \$_____ which is over 120 days past due. He/she has made no payment toward this debt. Therefore the account is being canceled immediately and collection action taken by the card contractor.

(Provide specific information regarding the delinquent account and any other information known about the individual's response to the previous notices of delinquency.)

Reinstatement of the cardholder's account will only be authorized with Commander/Commanding Officer's approval after the entire debt is paid. The card contractor reserves the right to deny reinstatement. Cardholders who do not properly liquidate their Government Travel Card debts or who use the card for personal purposes may also be subject to disciplinary action in accordance with applicable statutory and regulatory provisions and the Multi-Unit Master Agreement for bargaining unit employees.

Please contact the undersigned on extension _____ should further questions arise. Please have the cardholder sign to acknowledge receipt of this notification and return it within 5 working days with your written response outlining the actions taken.

(Signature) Cardholder

(Signature) Agency Program
Coordinator

Attachment (B)

Department of Defense - Naval Facilities Engineering Command
STATEMENT OF UNDERSTANDING
GOVERNMENT TRAVEL CARD PROGRAM

I certify that I have read the attached Department of Defense (DOD) Government Travel Card policies and procedures. I understand that the Government Travel Card Program is designed to improve the management and control of government travel and thereby promote the efficiency of the Federal Service. I also understand that I am authorized to use the card **only** for those necessary and reasonable expenses incurred by me for **official travel as authorized and validated by travel orders**. I will abide by these and other instructions issued by the DOD and NAVFAC's Agency Program Coordinator (APC) for use of the Government Travel Card **issued to me for the explicit purpose of conducting official government travel**.

The above limitation on card usage also applies to automated teller machine (ATM) withdrawals. The amount of cash withdrawals may not exceed the amount stated on the travel orders and may not exceed \$500 per billing cycle unless revised by the APC. However, I will endeavor to charge expenses to the account wherever feasible versus cash withdrawals.

I understand that the issuance of this card to me is an extension of the employer-employee relationship and that I am being directed specifically to :

- Abide by all rules and regulations with respect to the card. _____
- Use the card only for official travel validated by travel orders. _____
- Pay all my charges upon receipt of the monthly travel card billing. _____
- Contact the APC immediately if, due to disbursing office process delays, I have not received payment by the time the contractor bill is due. _____
- Notify the APC of any problems with respect to my usage of the card. _____
- Notify the card contractor and the APC if my card is lost or stolen. _____

(Cardholder applicants must initial all of the above provisions.)

I also understand that failure on my part to abide by these rules may result in disciplinary action being taken against me, in accordance with the Multi-Unit Master Agreement for bargaining unit employees. I also acknowledge the right of the card contractor and/or APC to revoke or suspend my card if I fail to abide by the terms of this agreement or the agreement I have signed with the travel card contractor.

 (Applicant's Signature)

 (Applicant's Printed Name)

 Series/Grade/Title

 Supervisory Authorization

Enclosure (2)

**AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND
NATIONSBANK OF DELAWARE, N.A.**

IMPORTANT: BEFORE YOU SIGN THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, DEPARTMENT OF DEFENSE TRAVEL CARD PROGRAM, OR SIGN OR USE THE GOVERNMENT CARD, READ THE FOLLOWING TERMS AND CONDITIONS THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.

1. **DEFINITIONS.** In this Agreement, the word "Agreement" means this document as modified by any amendment issued pursuant to Section 16. The word "we" "NationsBank" or "us" refers to NationsBank of Delaware, N.A., the issuer of the Card. The "GSA Contract" refers to the General Services Administration Contract No. GS-23F-98004. The word "Program" means the card program established pursuant to the GSA contract. "Agency/Organization" means the United States federal agency, bureau, division, office or other organizational entity participating in the Program that has requested/authorized NationsBank to open an account for you. The words "cardholder", "you" or "your" means the Agency/Organization employee whose name appears on the Card. The word "Government Card", "Card" or "Cards" means the card issued to you by us under the Program. "Account" means the account established by us in connection with the Government Card. "Cash Advance" is a cash advance obtained through use of the Account at any participating affiliated automated teller machine ("ATM") or any financial institution or other establishment authorized to process and grant you a cash advance.
2. **ACCEPTANCE OF THE AGREEMENT.** BY ACTIVATING, SIGNING OR USING THE CARD AND/OR THE ACCOUNT OR SIGNING THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, DEPARTMENT OF DEFENSE TRAVEL CARD PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUT THE CARD IN HALF AND RETURN THE PIECES TO NATIONSBANK.
3. **PROMISE TO PAY; LIABILITY.** All amounts charged to the Account including purchases, Cash Advances and fees will be called "Charges." You promise to pay for all Charges made by you or anyone you allow to use the Account until paid in full. You,

as the Cardholder, are responsible for making payment to NationsBank. Official travel and travel-related expenses charged to the Card will be reimbursed by the Agency/Organization under the Agency's/Organization's expense reimbursement procedures applicable to you. You also agree to report your expenses promptly to the Agency/Organization in accordance with its expense reimbursement procedures. You are responsible for all Charges made with the Card even if you let someone else use the Card. You must retrieve the Card from that person to avoid further liability.

4. **TYPE OF ACCOUNT.** Your Account is either a restricted or standard Account, as indicated by the credit limit shown on your card mailer. Restricted Accounts are Accounts with a credit limit of \$1250 or less. If your Account is a restricted Account, your Agency/Organization will designate the date(s) during which the Account may be used, based on your authorized travel status and you agree to use the Card only during the period designated by your Agency/Organization. Upon your Agency's/Organization's request, NationsBank may change your account from a standard Account to a restricted Account or from a restricted Account to a standard Account. If this occurs, you will be notified by your Agency/Organization.
5. **DISCLOSURE OF ACCOUNT INFORMATION.** In addition to routine uses under the Privacy Act, you authorize NationsBank to: (1) provide information about your Account to NationsBank's service providers administering your Account under the GSA Contract; (2) disclose all necessary Account information to outside attorneys representing NationsBank in connection with any legal or administrative proceeding involving your Account or NationsBank's actions under this Agreement; (3) provide all necessary Account information to NationsBank's auditors in the course of any audit; (4) disclose all necessary Account information to outside attorneys, collection agencies or credit bureaus if we refer all or part of the Account for collection in accordance with the GSA Contract and your Agency/Organization's task order and (5) disclose all necessary Account information to credit reporting agencies to obtain reports concerning your credit consistent with your Agency's/Organization's agreement with union officials, if applicable. You understand that past due Accounts as well as other Account information will be reported to your Agency/Organization. By signing the Individually

**AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND
NATIONS BANK OF DELAWARE, N.A.**

Billed Card Account Setup/Application Form, Department of Defense Travel Card Program, you are providing your written consent to the disclosure of Account information as provided in this Section 5.

6. **USE OF GOVERNMENT CARD.** You agree to use the Card only for official travel and official travel related expenses away from your official station/duty station in accordance with your Agency/Organization policy. You agree not to use the Card for personal, family or household purposes. Charging privileges on the Card are provided by NationsBank pursuant to the GSA Contract and the task order of your Agency/Organization. No other person is permitted to use the Card issued to you for Charges or for any other reason.
7. **CREDIT LIMITS.** NationsBank may establish one or more credit limits for your Account ("Limits") and such Limits may be increased or decreased as directed by your Agency/Organization. Your initial aggregate Limit is shown on the folded mailer containing your Card and represents the sum of (i) your ATM Limit (where ATM usage is authorized); (ii) your retail Limit; and (iii) lodging/transportation Limit. Your retail Limit applies to official purchases at retail establishments. Your lodging/transportation Limit applies to lodging and transportation. Your ATM limit applies to Cash Advances at an ATM. You understand that your aggregate Limit is the maximum amount of credit that you can have outstanding on your Account at any time and that the Limit may be set or changed by your Agency/Organization. For standard Accounts the retail Limit is \$250.00 and the ATM Limit is \$500 per billing cycle. For restricted Accounts the retail Limit is \$50.00 and the ATM Limit is \$200 per billing cycle. If you make a credit request that would exceed the applicable limitation, NationsBank, at the direction of your Agency/Organization, can approve or deny the credit request.
8. **OBTAINING CREDIT REPORTS.** Unless on your Individually Billed Card Account Setup/Application Form, Department of Defense Travel Card Program, you either (i) instructed us not to obtain reports concerning your credit, or (ii) failed to expressly consent to the terms of this Agreement, you authorize NationsBank to obtain from credit bureaus and other credit reporting agencies reports concerning your credit consistent with your Agency/Organization's agreement with union officials (if applicable).
9. **PAYMENT.** We will send statements of all Charges to you. All payments are due by the due date specified on your statement ("Due Date"). You should notify us immediately of any change in your billing address by calling the number indicated in Section 17. Payments must be made in U.S. currency, in electronic form or with a money order payable in U.S. dollars, or with a draft or a check drawn on a bank in the U.S. and payable in U.S. dollars. If we decide to accept a payment made in some other form, payment will not be credited to your Account until your payment is converted into one of the forms just mentioned. We may accept late payments, partial payments or checks and money orders marked "payment in full" or with other restrictive endorsements without losing any rights under this Agreement or under the law.
10. **SUSPENSION AND CANCELLATION.** Suspension or cancellation does not affect the terms of this Agreement, including without limitation your obligation to pay the balance of your Account, until your obligation to NationsBank under this Agreement has been satisfied.
- A. **Suspension:** NationsBank may suspend your Account and prohibit further Charges if (i) payment for any undisputed principal amount is not received within 61 calendar days from the closing date on the statement in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (ii) the Agency/Organization or GSA requests the suspension. NationsBank will reinstate your suspended account upon full payment of the amount due unless otherwise directed by the Agency/Organization.
- B. **Cancellation by Cardholder:** You may cancel the Card at any time by notifying NationsBank, cutting the Card in half and returning the parts to NationsBank.
- C. **Cancellation by NationsBank**
- (i). **Automatic Cancellation:** The Card and the Account will automatically be canceled upon (a) termination of your employment with the Agency/Organization regardless of the reason; (b) termination or expiration of the GSA Contract and/or Agency/Organization task order; (c) request of the Agency/Organization or GSA; (d) request of NationsBank with the permission of the Agency/Organization or (e) your filing for bankruptcy protection, if the Account or Account obligation is referenced in any documents filed in connection with

AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND NATIONSBANK OF DELAWARE, N.A.

the bankruptcy proceeding. Upon cancellation, you agree to return the Card immediately, cut in half, to NationsBank.

(ii). Cancellation Due to Delinquency: NationsBank may cancel your Account if (a) the Account has been suspended two times during a 12 month period for non-payment of undisputed principal amounts and is past due again; for purpose of this section 10.C.(ii).(a), "past due" means payment is not received within 45 calendar days from the closing date on the statement of Account in which the Charge first appeared; (b) the Account is 126 calendar days past due from the closing date on the statement of Account in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (c) the Agency/Organization or GSA requests the cancellation. NationsBank may reinstate a canceled Account upon full payment of the amount due and any late fee assessed. Account statements may not (at the option of NationsBank) be sent after an Account has been canceled.

11. **ATM USAGE.** If our Agency/Organization is participating in the NationsBank ATM Program for Government Cardholders, you will separately receive a Personal Identification Number ("PIN"). You may then obtain Cash Advances at an ATM when authorized in accordance with Agency/Organization procedures. For your ATM Limit, refer to Section 7 above.

12. **NO WAIVER OF NATIONSBANK'S RIGHTS.** All rights and remedies of NationsBank are cumulative and may be pursued singularly, successively or together, at the option of NationsBank. Except as expressly provided below in this Section 12, NationsBank's failure at any time to exercise any of its rights hereunder or any rights shall not constitute a waiver nor otherwise bar the exercise of any of these options or rights at a later date. NationsBank waives its right to suspend the Account for a particular Charge if suspension procedures are not initiated within 180 calendar days of the closing date on the statement of Account in which the Charge first appeared. NationsBank waives its right to cancel the Account for a particular Charge if cancellation procedures are not initiated within 180 calendar days of the closing date on the statement of Account in which the Charge first appeared.

13. **TRAVELERS CHECKS.** If your Agency/Organization is participating in the NationsBank Travelers Check program for Government cardholders, you may purchase travelers checks when authorized in accordance with your Agency/Organization procedures and a Travelers Check Fee of 1.5% of the total amount of the checks purchased will apply. If your Agency/Organization has negotiated a lower Travelers Check Fee, the lower amount will apply.

14. **CHARGES.** You agree to pay the following Charges unless your Agency/Organization has negotiated a lower rate or fee, in which case, you will pay the lower amount.

- ? Return check fee. \$20.00 for any payment which is returned for any reason.
- ? Cash Advance Fee. 1.9% of the amount of each Cash Advance.
- ? Delinquency and Collection Charges. If NationsBank refers your Account to any attorney for collection, you will be responsible for attorney's fees, if any, not to exceed 25% of the Account balance plus all other costs of collection and court costs except where prohibited by law.
- ? Late Fee. If your Account has been canceled, \$20.00 for any payment not received within 120 calendar days past the closing date on the statement of Account in which the Charge first appeared.

15. **CONVERSION OF FOREIGN TRANSACTIONS.** Charges made in a foreign currency will be converted into U.S. Dollars. The conversion rate used will be at least as favorable as an interbank rate or where required by law, an official rate. This rate shall be the one in existence at the time the transaction is processed.

16. **CHANGE IN TERMS.** NationsBank may, with the written consent of GSA and your Agency/Organization, change the terms of this Agreement upon 30-day written notice to you. You agree that the new terms provided in any such notice may apply both to your new transactions and to your Account balance on the date the change becomes effective. If you do not agree to a change in terms of this agreement, then prior to the effective date of the change, you must notify us, cut the card in half and return the pieces to us.

17. **LOST OR STOLEN CARD/REPLACEMENT.** If your Card is lost or stolen, or if you think another

AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND NATIONS BANK OF DELAWARE, N.A.

person may use your Account without your permission, you must notify NationsBank immediately by calling the number listed below.

Telephone Numbers:

Within United States 1-800-472-1424

Collect Calls for out of United States (757) 441-4124

You may confirm your notification by writing to

NationsBank
Security Department
P.O. Box 1350
Norfolk, VA 23501

If there is any unauthorized use of your Card or Account you agree to cooperate with NationsBank during its investigation, which will include your completion of a Cardholder Statement of Disputed Item. Should you need a replacement card, please call the same telephone number listed in this Section 17 for lost or stolen Cards.

18. LIMITATION OF DAMAGES. In no event shall NationsBank be liable to you for any consequential, special, indirect or punitive damages of any nature.

19. COLLECTION/TELEPHONE MONITORING. You agree that if you do not pay your Account, NationsBank or its collection agent may call you regarding the collection of your Account. You understand that the calls could be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited" calls for purposes of local, state or federal law. You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.

20. CHANGES TO NAME, ADDRESS OR EMPLOYMENT. You understand that NationsBank will send Account Statements, replacement or renewal Cards, or other notices at the address shown in its records. You will promptly notify NationsBank of any change in your name, address or employment.

21. NONTRANSFERABLE. Each Card is nontransferable.

22. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

23. SUCCESSORS AND ASSIGNS. You agree that NationsBank may at any time assign or transfer to

another person your Account, your Account balance, or this Agreement. The persons to whom NationsBank transfers or assigns your account, your Account balance, or this Agreement will have all of NationsBank's rights under this Agreement. You will not assign or transfer any of your rights or duties under this Agreement, and this Agreement is binding on your successors, heirs and legal representatives and upon anyone to whom you assign your assets or who succeeds to them.

24. GOVERNING LAW: This Agreement and your Account are subject to the GSA Contract and shall be governed by Delaware law and the laws of the United States. This Agreement is entered into in Delaware and all credit will be extended by NationsBank from Delaware.

PRIVACY ACT NOTICE:

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on the card application form is collected pursuant to Executive Order 9397 and chapter 57, title 5, United States Code, for the purposes of recording travel expenses incurred by the employee/member and to claim entitlements and allowances prescribed in applicable federal travel regulations. The purpose of the collection of this information is to provide Government agencies necessary information on the GSA travel card contract which provides travelers with charge cards for official travel and related expenses, attendant operational and control support, and management information reports for expense control. Routine uses which may be made of the collected information and other account information in the system or records entitled "Travel Charge Card Program GSA/GOVT-3" are as follows: (1) transfers to appropriate Federal, State, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations, (2) pursuant to a request of another Federal agency in connection with hiring, retention, issuing a security clearance, reporting an employee investigation, clarifying a job, letter or contract or issuing a license, grant, or other benefit, (3) to a Member of Congress or to a Congressional Staff Member in response to an inquiry of the Congressional Office made at the request of the individual about whom the record is maintained, (4) to officials of labor organizations when necessary to their duties of exclusive representation, (5) to a Federal agency for accumulating reporting data and monitoring the system, (6) GSA contract travel agents assigned to agencies for billing of travel expenses, (7) listing, reports, and records to GSA by the contractor to conduct audits of carrier charges to the Government, and

**AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND
NATIONSBANK OF DELAWARE, N.A.**

(8) any other use specified by GSA in the system of records entitled "Travel Charge Card Program GSA/GOVT-3," as published in the Federal Register periodically by GSA. The information requested is not mandatory. Failure to provide the information will nullify the application, and a charge card will not be issued to the employee/member.